

Great Basin Engine/Tactical Water Tender EERA

Statement of Work

1. This statement of work (SOW) is for the services of National Wildfire Coordinating Group (NWCG) standard commercial type 3-6 engines with a minimum of one qualified engine boss and two qualified crew members for each engine* and/or NWCG type 1-3 Tactical Water Tenders** with 1 qualified operator and one qualified crew member per ordered operational period for fire suppression within the Great Basin Geographical Area. These agreements will be used by Federal and State wildland fire agencies (hereafter referred to as the "Government") located within the Great Basin Geographical Area. These areas consist primarily of the following locations: Nevada, Utah, southern Idaho, and western Wyoming. Quotes will only be accepted from Contractors who have their equipment physically located in the above area.

* Quote shall be based on one engine boss and two crew members for each engine as required by this solicitation. If an engine with 2 members is accepted or utilized by the Government, a \$25 per hour rate reduction will be taken; in addition the guarantee will be reduced by \$200.

**** Quote shall be based on one operator and one crew member for each tender as required by this solicitation. If a tender with 1 person is accepted or utilized by the Government, a \$25 per hour rate reduction will be taken; in addition the guarantee will be reduced by \$200.**

All **engines** equipped with CAFS units with a minimum of 40 CFM at 100 psi will be compensated at an additional rate of \$20.00 per hour. It has been determined that CAFS units will not be utilized on tactical water tenders therefore the additional compensation will not apply.

Contractor's use of proportioners on the incident will not be compensated at an additional rate. **The Government will reimburse contractor for foam agent used by the contractor from supplies available at the incident.**

2. Awards on Form OF-294, Emergency Equipment Rental Agreement shall be made to all responsible quoters whose quote conforms to this request. All terms, conditions, specifications and clauses included here shall become a part of the agreement. It is intended that agreements shall be issued to multiple contractors. The prices quoted in the schedule of items shall include all applicable Federal, State, and local taxes and duties.

3. Each Engine/Tender ordered shall carry a copy of the OF-294 EERA with attachments, applicable insurances, permits, and inspection forms at all times. Use and payment may stop if this requirement is not met.

4. Formation of this agreement does not preclude the Government from using any Agency or cooperator's owned resources or national contracts first.

5. To avoid duplication and insure coordination among agencies, only one pre-season agreement shall be initiated with each contractor for the same piece or type of equipment. This agreement is for Contractors equipment that is physically located within the Great Basin Geographical Area. Nationwide dispatch can occur from this agreement. Contractors equipment located outside this Geographical Area should sign up in the applicable area.

6. The vehicles and equipment may be used for initial/extended attack, suppression, and mop-up. They may be used on narrow, unimproved roads, off roads, in mountainous, rangeland and timbered areas, and may be operated where there is brush and trees growing on the shoulders. See definition of normal wear and tear. The vehicles must be capable of providing personnel transportation to and from the fire line.

7. Physical Demands. The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling, and frequently carrying objects weighing 50 pounds or more. Temperatures are frequently extreme, both from the weather and the fire. Smoke and dust conditions are frequently severe. Hazardous nature of the work requires that personal protective equipment (PPE) be worn.

8. Drug Free Work Place. Contractor and his/her employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of controlled substances and alcohol under applicable state and Federal statutes. This contract also incorporates Federal Acquisition Regulation clause 52.233.5 and 52.233.6 regarding Drug Free Work Place. Possession of drugs or alcohol at an Incident Base, or project worksite, will be grounds for immediate termination of the individual(s) and/or crew/equipment from the site.

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9. The United States Department of Agriculture (USDA) prohibits discrimination on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status. (Not all basis apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tape, etc.) should contact the USDA Office of Communications at 202/720-2791. To file a complaint, write the Secretary of Agriculture, U.S. Department of Agriculture, Washington, DC 20250, or call 1-800-245-6340 (Voice), or 202-720-1127 (TDD). USDA is an equal employment opportunity employer.

10. Incident Behavior. It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

[Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment].

When the vendor signs the agreement they are agreeing to comply with all the terms and conditions. If they fail to do so they are in default and their right to proceed may be terminated.

11. English Speaking Requirement. Communications with all crew and engine personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative on each engine and tender including the engine boss and crew shall be able to fluently communicate in English and possess the knowledge and ability to communicate verbally with all crewmembers.

12. Minimum Age for Firefighting Resources. Person under 18 years old will not perform hazardous or arduous duties during wildland fire management operations on federal jurisdictions, including execution of prescribed burns.

13. Non-tactical Water Tenders for dust abatement of roads, incident base camps and helibases base camps ARE NOT part of this solicitation. Non-tactical Water Tenders (dust abatement trucks) shall be signed up through local agencies utilizing the standard rates for the Great Basin Geographic Area.

Specification

1. The Engine and Tactical Water Tender Pre-Season Inspection Forms have the items that are required under this EERA. In addition, the equipment shall meet all DOT requirements (State and Federal) as well as the following:

- a. All vehicles offered and used under this agreement must be physically located within this geographical area and legally operable on all roads.
- b. Operators of any motor vehicle having a Gross Vehicle Weight Rating (GVWR) of 26,001 lbs. or more must have a Commercial Drivers License (CDL) with a tank endorsement as required by law, and any other applicable endorsements, for the state in which that operator resides. CDL certification form located in Appendix C. Also include copy of CDL and medical certificate.
- c. All engines over 10,001 lbs. that leave the state of origin are considered a commercial vehicle, as they become Interstate Commerce. All commercial engines over 10,001 lbs. that are required to leave the state to fight fire must also have an annual DOT inspection.
- d. All Commercial Vehicles/Engines over 10,001 must have DOT numbers issued to them by the US DOT and must be displayed on the vehicle as well as company name and unit ID number. Lettering on vehicle must be a minimum of 2 inches.
- e. Hours of Service - All drivers of commercial vehicles must adhere to Federal Motor Carriers Administration - Hours of Service.

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- f. All vehicles shall be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance in terrain described in the Statement of Work.
- g. The Contractor shall provide adequate fuel, oil and other operating supplies necessary to keep the equipment operational for a minimum of 24 hours.
- h. Fully loaded to legal operating capacity and equipped, the vehicle shall not exceed manufacturer's Gross Vehicle Weight Rating (GVWR), and Gross Axle Weight Rating (GAWR) per axle. Only a final stage manufacturer who is authorized to certify and stamp the vehicle with the modified GVWR can change GVWR from original manufacturer's GVWR. The manufacturer's GVWR Rating or Gross Axle Weight Rating (GAWR) per axle shall not be exceeded when the vehicle is fully loaded and equipped. Vehicle GVWR plate should be on the driver's side door step, driver's door, or in the glove compartment. If missing or illegible, contractor must provide at the Initial Inspection, a GVWR certificate from manufacturer stating front, rear, and total GVWR. Only GVWR from manufacturer will be accepted. This weight will be utilized for verification of the weight ticket submitted with package. At inspection, government personnel reserve the right to direct contractor to scales for verification of fully loaded weight.
- Current year** weight tickets must show front and rear axle weights and weights must conform to tire ratings and individual state requirements (such as bridge weight rulings). Contact local state DOT for individual requirements. It is the contractors responsibility to meet all state and federal requirements that apply where work performance is anticipated.
- i. Contractor shall assign a Unit ID number to each engine and tender.
- j. Noxious Weed Prevention. To reduce the transporting, introduction, and establishment of noxious weeds on the landscape due to fire suppression activities, fire suppression and support vehicles should be cleaned at a pre-designated area prior to leaving the incident. On-site fire equipment should be used to thoroughly clean the undercarriage, fender wells, tires, radiator, and exterior of the vehicle.
- k. Water-Drafting. "Water-drafting" is a short-duration, small-pump operation that withdraws water from streams or impoundments to fill conventional tank trucks or trailers. Engines and Tactical Water Tenders will be required to provide a suction hose, 24 feet in length, with a screened foot valve or strainer with a hole size of 3/32" or less. This is a mandatory requirement that must be met at time of inspection. This is a Great Basin geographical area requirement where threatened and endangered salmon and steelhead are present.

Screen Construction Criteria - All water trucks drafting from surface water bodies shall incorporate a pump intake screen. The screen size shall be checked during the vehicle inspection before being sent to a fire situation.

Pump intake screens shall have openings not exceeding 3/32 inch (0.09375 inch) and be sized according to the pump intake capacity. The following table illustrates the total effective screen area required based upon a given pump intake rate and screen material:

Intake (gallons per minute, gpm)	Total Effective Screen Area Required	
	Perforated Sheet (ft ²)	Wire Mesh (ft ²)
500	8.1	5.4
400	6.5	4.4
350	5.7	3.8
300	4.9	3.3
200	3.2	2.2
150	2.4	1.6
100	1.6	1.1
50	0.8	0.5

Total effective screen area is defined as the total screen area minus the screen area occluded by structural members.

The pump intake screen shall be placed longitudinally or parallel to the river velocity. The pump intake screen shall be placed to have a minimum clearance of one screen radius or depth to all natural and constructed features.

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2. **Identification Required.** Personnel shall have a current photo identification card with name of the person typewritten or printed, list of positions the person is currently qualified for, and if required, their physical fitness rating. The contractor may be required to show this documentation at check-in at the incident. Failure to meet this requirement may be grounds for termination of the agreement. The Contractor's signature on the "Employees Identification Card" indicates that the Contractor's employee has met the requirements for the position.

3. **Training Requirements.** The contractor shall provide documentation that all training and experience meets the minimum requirements of the National Interagency Incident Management System Wildland and Prescribed Fire Qualification System Guide, PMS 310-1 (NFES 1414). The Government, at its discretion, will periodically evaluate Contractor training records.

4. **Programmable Hand Held Radio.** The contractor shall provide, as a minimum, one programmable hand held radio per equipment crew, to facilitate communications between the government and the contractor's crew(s). The radio must be field programmable and operate in the frequency range from 150 Mhz to 174 Mhz. It must accommodate CTCSS (Continuous Tone Coded Squelch System) tone encoding, must be capable of operating on established federal and state frequency assignments, and must meet federal requirements. All radio communication on Government assigned frequencies shall be in English. All contractors need to have the capability to transmit and receive on both wideband and narrowband analog. The following web site is available to assist you in determining if your radios are in compliance. <http://radios.nifc.gov/Index.aspx>

5. This contract does not authorize the use of emergency lights or sirens, unauthorized emergency markings, nor does it authorize speeds above posted limits

6. The contractor is responsible for all maintenance (oil change, oil and air filters, lubrication, and fueling) and repairs. If fuel and oil is acquired from the government at the incident, the cost of fuel and/or oil will be deducted from payment to the contractor. All repairs and replacements are the responsibility of the contractor and shall be made at the contractor's expense. Repair or replacement shall be made within 24 hours of going out of service. The government may, at its option, elect to make such repairs when necessary to keep the equipment operating and deduct the cost of such repairs from payment to the contractor. Vehicles that become inoperable will be towed at the contractor's expense.

Repair Billing Rate. Deduct the Government billing rate for mechanical or repair services at the rate of **\$70.00** per hour rounded to nearest ½ hour, plus parts and supplies (actual costs). It is the Government's option whether to provide this service or not.

7. Replacement or repair of lost or damaged equipment (hoses, fittings, adapters, and so forth), shall be handled by the Contracting Officer, Procurement Unit Leader, or agency official designated to settle claims under the Disputes Act. If it is determined to be in the government's best interest, the government may elect to replace/repair contractor's damaged equipment. Lost equipment shall not be replaced through the Supply Unit of the incident. The Contracting Officer should consider such factors as negligence, fault, and costs of parts, labor, depreciation, taxes, shipping, and handling. Depending on the determination, the contractor may be charged (total or partial) for repairs/replacement of equipment made by the government.

Requirements – Additional for Engine Personnel

1. All engine personnel shall have passed the "Work Capacity Fitness Test" at the ARDUOUS Level. The fitness requirement is the ability to walk a three (3) mile hike with a 45 pound pack in 45 minutes. Copies of the publication titled "Fitness and Work Capacity," second edition NFES1956, April 1997, and associated videos can be purchased from National Interagency Fire Center, 3833 S. Development Avenue, Boise, ID 83705-5354, Attn: Supply or FAX to (208) 387-5573. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

2. Three ICS positions are recognized, Engine Boss (Single Resource Boss, Engine) (ENGB) and Firefighter Type 1 & 2 (FFT1 and FFT2).

The engine boss shall meet the Wildland Fire Qualification Subsystem Guide, 310-1 (NFES 1414), requirements for Single Resource Engine-Boss and complete "**Annual Fireline Safety Refresher**".

Crew members shall meet the 310-1 requirements for Firefighter Type 1 or 2 and complete "**Annual Fireline Safety Refresher**".

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3. Each engine shall be equipped with a chainsaw. Requirements are as follows: 3.75 CI min, with 24" bar and accessories, e.g. chaps, eye and ear protection, operating supplies, etc. (carried for safety purposes only) (Operator must have S-212 training).

Requirements – Additional for Engines

1. **The Engine shall be equipped with a live reel with a minimum of 100 feet of hard rubber hose. Hose shall be connected to the water supply. The hose shall not be less than 1 inch diameter with combination nozzle. The 100 feet of hose specified here is in addition to the hose specified in the NWCG Fireline Handbook (Jan 1998).**
2. **The water tank must be equipped with partitions that reduce the shifting of the water load NFPA 1906 Standards. The tank shall be attached to chassis frame or to a structurally sound flat bed in such a way to withstand pitch, roll and yaw of the load during on and off road operation of the unit without damaging the tank or other chassis components.**

Requirements – Additional for Tactical Water Tender Personnel

Tactical use is defined as "direct fire suppression missions such as pumping, hoselays, live reel use, running attack, and use of spray bars and monitors to suppress fires." If your equipment is not used in this manner, your equipment is not considered "tactical" and you will need to contact your local agencies for non-tactical signup.

1. Tactical water tenders will carry a minimum crew of two – one Engine Operator and one Engine Module Member.
2. Two ICS positions are recognized, Engine Operator (ENGOP or TWT operator) and Firefighter Type 2 (FFTII or Engine Module Member).

The Engine Operator (TWT Operator) shall meet the Interagency Standards for Fire and Fire Aviation Operations (NFES 2724) which includes S-130, S-190, S-131, L-280 and complete "**Annual Fireline Safety Refresher**".

Crew members shall meet the Wildland Fire Qualification Subsystem Guide, 310-1 (NFES 1414), requirements for Firefighter Type 2 which includes S-130, S-190, S-131 and complete "**Annual Fireline Safety Refresher**".

3. All tender personnel shall have passed the "Work Capacity Fitness Test" at the ARDUOUS Level. The fitness requirement is the ability to walk a three (3) mile hike with a 45 pound pack in 45 minutes. Copies of the publication titled "Fitness and Work Capacity," second edition NFES1956, April 1997, and associated videos can be purchased from National Interagency Fire Center, 3833 S. Development Avenue, Boise, ID 83705-5354, Attn: Supply or FAX to (208) 387-5573. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

Requirements – Additional for Tactical Water Tenders

1. Water Tenders shall be equipped with a dump valve of a minimum 4-inch diameter so water can be discharged into portable tanks. The dump valve shall be at the bottom of the tank to allow complete water discharge and shall have a minimum clearance of 34 inches from ground to bottom of outlet. SEE APPENDIX E FOR PUMP AND OFF LOAD CAPACITY REQUIREMENTS.
2. Water Tenders shall have a 2-1/2 inch valve with National Hose Threads (NH) installed at the bottom of the tank so pressure or suction lines can allow filling or off-loading by other engines. Adaptation to dump valve with fittings is acceptable.
3. The pump may be driven either by power take off (PTO) or auxiliary engine drive and shall be capable of drafting water through an overboard suction connection from a water source located 10 feet vertical distance below the eye of the pump through the 2 1/2 inch suction hose. The pump shall be plumbed with a suction inlet so water can be drafted from a water supply such as a pond, river, or creek to refill the tank or to bypass the tank and pump directly overboard. Regardless of the method used, the refill capability of a Tactical Water Tender must meet or exceed 300 GPM for a Type 1 and 200 GPM for Types 2 and 3. Accessories required will be those necessary to maintain the pump's certified performance for the life of the assignment.

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Insurance Requirements

1. All insurance required under this contract cannot be cancelled or materially changed, without 30 days written notice to the Government. As evidence of the insurance coverage required by this agreement, the Insurer shall directly furnish a certificate of insurance to the Contracting Officer.
2. **Worker's Compensation.** Contractor shall provide Worker's Compensation coverage for its employees in accordance with applicable State Law.
3. **Medical.** When and if available, the Government will provide first aid to contractor's employees when the need arises due to work on the incident. In life threatening situations, when and if available, first aid will be given and further medical aid will be charged back to the contractor. Contractor shall provide an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany crew member(s) when medically evacuated to a care facility.
4. **Comprehensive or Commercial General Liability.** Contractor shall obtain at contractor expense, and keep in effect during the term of this agreement, Comprehensive or Commercial General Liability insurance covering personal injury and property damage from an insurance company authorized to do business in the applicable state. This insurance shall include contractual liability coverage for the indemnity provided under this agreement plus products/completed operations liability. Coverage shall not be less than \$1,000,000, combined single limit, per occurrence.
5. **Automobile Liability.** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this agreement, automobile liability insurance. A copy shall be carried in vehicle at all times. This coverage may be provided by combining the automobile liability insurance with the

Comprehensive or Commercial General Liability insurance. Coverage limits shall not be less than \$1,000,000, combined single limit, per occurrence.

6. Contractor is responsible for all federal, state, or local laws and regulations that apply regardless of the nature of the emergency and is responsible to know and adhere to those that apply. These include but are not limited to:

State Workers' Compensation Laws
U.S. Department of Labor Service Contract Act
Federal Motor Carrier Safety Regulations
Fair Labor Standards Act (FLSA)
Occupational Safety and Health Administration (OSHA) Regulations

Initial Inspection Requirements (Pre-Season Inspection)

1. Upon receipt of a Request for Quotations package, a potential contractor shall obtain a certified DOT inspection. Failure to provide current **DOT** inspection will result in rejection of entire package. The equipment must also pass a Government pre-season inspection before obtaining an agreement or being added to an agreement. The completed DOT and pre-season inspections become a part of this agreement.
2. At the time of pre-season inspection, engine and tenders shall have a **current year** certified weight ticket showing fully equipped and fully loaded to legal operating capacity with water weight including front and rear axle loads. In addition, the equipment is required to be fully equipped and loaded at time of inspection. If all crewmembers are not present, 250 lbs. per crewmember will be added to certified weight ticket.

Incident Inspection Requirements (Pre-Use Inspections)

1. Upon arrival at incident, vehicles will be checked for DOT certification, obvious mechanical deficiencies that may affect the safety of the vehicle, vehicle damage assessment, equipment/supply inventory lists, copy of the EERA, crewmember certifications, and adherence to these requirements. Contractors will also be inspected for personnel protective equipment (PPE) and clothing and are required to show an identification card for each crew member which shows certification of training, experience and physical fitness testing.

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The pre-use inspection form included in Appendix A is for informational purposes only. This is to inform you in advance as to what will be inspected at time of dispatch.

2. Upon inspection of equipment at the incident, the government reserves the right to reject equipment not in full compliance with these requirements. Travel time to and from the incident will not be paid if equipment is rejected.

Contractor Evaluation

1. Contractor past performance is an important factor in Government procurement.

2. **AGENCY PERSONNEL:** An evaluation form shall be completed upon release from an incident. It is the contractor's responsibility to request evaluation if not automatically provided. Individuals completing this form are expected to be operations personnel or others who have knowledge of the work provided by the contractor. Copies of the completed forms shall be provided to the Contractor. The Government official will mail copies to the Contracting Officer whose signature appears on the front of this agreement.

3. **CONTRACTOR:** The contractor is responsible for providing the contracting officer, whose signature appears on the front of this agreement and contractor's dispatch center with copies of evaluations received from this agreement. Agreements will not be renewed for contractors that do not meet this requirement. A negative response is required from contractors that have no use in the year.

4. **Evaluations are to be mailed to:**

USDA Forest Service, AQM Attn: Sue Huston, 324 25th Street, Ogden, UT 84401

5. The contractor's performance will be based on the Crew Performance Rating, ICS-224, which will be completed at the incident. Retain a company copy for subsequent use. Unsatisfactory performance may be grounds for a contractor being released from an incident and/or grounds for termination of the agreement. If released from the incident for poor performance, the contractor will not be compensated for travel back to Point of Hire. The government reserves the right to retest equipment and evaluate personnel qualifications at any time during the agreement period.

Dispatch Procedures

Deviations from Ordering Procedures: Government normally will dispatch resources from the Dispatch Location closest to the Incident, and will normally select the resources with the Best Value. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of the Government, and shall not be deemed a violation of any term or condition of this agreement.

Reporting time to that incident will be determined at time of dispatch. Government representative will determine return travel time at the time of release from the incident. At time of dispatch, a resource order will be given to the contractor. The resource order must be provided at check-in at the incident. Falsification of dispatch information will be cause for rejection of equipment and personnel under this agreement at no expense to the Government.

Mobilization/demobilization time via ground transportation shall be calculated by dividing distance (from point of origination to incident and return, or incident to incident) by average travel speed of 50 mph. If available at the time of dispatch, the government may use an automated travel program (such as www.mapblast.com, www.mapquest.com, etc.) to calculate and document travel distance from location at time of hire to the incident.

Government-Furnished Services

1. The Government shall furnish food and water after the first shift worked if the personnel are not released or are required to stay in fire camp. If the personnel are allowed to return to their homes during their OFF SHIFT time, the Contractor shall provide food, water, and lodging.

2. The contractor shall furnish all services, supervision, equipment, insurance, inspection certifications, supplies, transportation, and trained personnel necessary to meet these specifications. The Government may furnish reasonable meals, lodging, and consumables in a fire camp at no charge to the contractor. Where no fire camp is available during the incident the

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government may reimburse the contractor a maximum of \$30.00 a day per person for meals only. The meal breakdown will be \$6 for breakfast, \$6 for lunch, and \$18 for dinner. The Government does not furnish lodging unless the Government directs the Contractor to authorized facilities. Contractors are not paid per diem or lodging expenses to and from incidents.

Time Keeping

1. Work rate shall apply when equipment is under hire as ordered by the Government and on-shift. During an incident, time begins when the equipment departs their assigned camp to begin an operational period and runs continuously until they return to an assigned camp at completion of the operational period, or original point of hire.
2. As a condition of receiving payment under this agreement, contractor must verify the on-shift crew time of each crewmember and have the time approved daily by the Government. **List individual names of each crew member on shift ticket.** If a crewmember is required to leave the incident due to illness, injury or termination, time terminates when crew member(s) or crew leave the fireline or assignment.
3. For each calendar day the equipment is under hire, excluding the first and last day of an Incident, the Government guarantees a minimum of eight (8) hours, unless there is a loss of personnel or equipment to make the equipment unavailable for service. For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Guarantee or number of hours worked, whichever is greater, for periods less than 8 hours. No payment will accrue during any period that equipment under hire is not in a safe or operable condition or when contractor furnished operator(s) is not available.
4. Pay contractor for travel to and from an incident according to the start and travel times agreed to by the ordering unit. If delays occur as a result of equipment breakdown or inability to mobilize crew/equipment in a timely fashion, pay time only for the travel time agreed to originally.
5. Contractor's Representative (such as Engine Boss or Tender Operator) is required to attend shift briefings. Time at the shift briefings is considered an incidental item and no additional payment shall be made for costs associated with the shift briefings.
6. Equipment with operator rented by the hour must show at least a half-hour meal break. Contractors will be compensated for their meal break.

Payments

1. Contractor's representative must carry a copy of the agreement with the resource order to the incident. Shift tickets shall be completed daily by the responsible agency official and signed by the contractor representative prior to submission to the finance section.
2. All accountable/durable property provided by the Government to the contractor shall be returned at the end of their assignment, or the cost thereof will be deducted from the contractor's payment.
3. Contractor's representative will sign invoice and Government will forward for payment.
4. When released to return home, finance section shall close out the equipment use invoice, including time for return travel. If equipment is released and sent to another incident, normally the receiving incident pays the travel. When reassigned to another incident without a break in service, copies of signed equipment use invoices issued from previous incident will be shown to the receiving unit.
5. The payment office for this agreement shall be (note of exception: A state payment center has the option to make the payment on a case-by-case basis if the state is the incident agency):

USDA Forest Service
EERA Payment Center
324 25th Street
Ogden, UT 84401
Phone: 801-625-5544 - Fax 5902

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Special Contract Requirements

These are applicable only when this agreement is being used on an actual incident and the services were ordered under Unusual and Compelling Urgency (41 USC 253(c)(2)).

1. Claims Settlement. Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Every effort shall be made by the Government and the Contractor to resolve disputes before the equipment is released from the incident. Contractors intending to file a claim should so note in Block 22 of the Emergency Equipment Rental Invoice, OF-286, to protect the right to file. Following equipment release from an incident, a Contractor's invoice and supporting documentation relative to the claim (i.e. Resource Order NFES-2208, etc.) shall be submitted to the contracting office of the incident agency for a determination. Contractor may submit claims to the Procurement Unit Leader or Incident Agency Contracting Officer.

Reimbursement will not be made for additional equipment above the minimum requirements unless ordered under separate resource order by an authorized government representative.